



### COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

GLORIA MOLINA YVONNE B. BURKE ZEV YAROSLAVSKY DON KNABE MICHAEL D. ANTONOVICH

3175 WEST SIXTH STREET • LOS ANGELES, CA 90020-1708 • (213) 738-2600 (213) 385-3893 FAX

"To Enrich Lives Through Effective And Caring Service"

June 21, 2005

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

AUTHORIZATION TO ACCEPT FISCAL YEAR (FY) 2005-06 OLDER AMERICANS ACT (OAA) TITLES III, VII, STATE BLOCK GRANT, AND HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP) GRANT AWARDS AND FUNDING RECOMMENDATIONS (ALL SUPERVISORIAL DISTRICTS) (3-VOTES)

#### IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Authorize the Interim Director of the Department of Community and Senior Services (CSS), or designee, to accept the FY 2005-06 Older Americans Act (OAA) Titles III, VII, and State Block Grant award of \$21,148,057 (Contract # AP-0506-19) and the Health Insurance Counseling and Advocacy Program (HICAP) grant award of \$653,185 (Contract # HI-0506-19) for a total grant amount of \$21,801,242 from the California Department of Aging (CDA) for the provision of nutrition and supportive services for older adults aged 60+, disabled adults age 18+, and caregivers.
- Authorize the Interim Director of CSS, or designee, to accept future FY 2005-06 OAA Titles III, VII, State Block Grant, and HICAP funding augmentations from CDA provided that the Interim Director of CSS, or designee, notifies your Board and the Chief Administrative Office (CAO) in writing within ten workdays of accepting the augmentation.
- 3. Authorize the Interim Director of CSS, or designee, to execute all contracts required for acceptance of the OAA Titles III, VII, State Block Grant, and HICAP funding, after County Counsel approval.
- 4. Authorize the Interim Director of CSS, or designee, to negotiate and execute contracts with the 36 service providers in the amount of \$11,977,953, indicated on Attachment A, in substantially similar form to Attachment A-1 for the provision of nutrition, caregiver, and supportive services; negotiate and execute contracts

with the eight (8) service providers in the amount of \$728,736, indicated on Attachment B in substantially similar form to Attachment B-1 for Alzheimer's Day Care Resource Centers (ADCRC) Program services; negotiate and execute contracts with the 23 service providers in the amount of \$5,078,047, indicated on Attachment C in substantially similar form to Attachment C-1 for the provision of Integrated Care Management (ICM) services; and negotiate and execute a contract with one (1) service provider in the amount of \$660,553, indicated on Attachment C in substantially similar form to Attachment D for the provision of Health Insurance Counseling and Advocacy Program (HICAP) services, after County Counsel approval, effective July 1, 2005 through June 30, 2006.

- 5. Authorize the Interim Director of CSS, or designee, to reallocate \$314,468 in ICM Program funds being set aside from the FY 2005-06 allocation as a result of two (2) agencies serving in the 1,2,3, and 4th districts that have elected not to renew their contracts for FY 2005-06, to service providers serving the same districts receiving allocations from the FY 2005-06 funding.
- 6. Authorize the Interim Director of CSS, or designee, to reallocate \$808,937 in OAA Nutrition Program funds being set aside from the FY 2005-06 allocation as a result of one (1) agency in the 4<sup>th</sup> district that has elected not to renew their FY 2005-06 contract, to service providers serving the 4<sup>th</sup> district receiving allocations from the FY 2005-06 funding.
- 7. Authorize the Interim Director of CSS, or designee, to execute contract amendments in substantially similar form to Attachment E to increase or decrease contract amounts based on contractor performance and availability of funding provided that: (a) the amount of change does not exceed 25% of the original contract amount; (b) approval of County Counsel and the CAO is obtained prior to any such amendment; and (c) the Interim Director of CSS, or designee, confirms in writing to the Board of Supervisors and the CAO within 30 days after execution that such amendments have been executed. This action assures full expenditure of funds and is consistent with the Board's policy on requiring review of contractor performance.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Each year CSS receives grant awards from the CDA for the OAA, State Block Grant, and HICAP programs. The recommended actions are necessary for CSS' continued administration of nutrition, caregiver and supportive services programs to older adults aged 60+, disabled adults age 18+, and caregivers in its Planning and Service Area (PSA 19), Los Angeles County, excluding the City of Los Angeles.

For FY 2005-06, two (2) agencies, Just Rite Community Programs, Inc. and St. Barnabas Senior Center, will not renew ICM contracts of \$314,468. Recommendations to reallocate \$314,468 in ICM Program funds to the remaining ICM service providers will be determined prior to the end of the first quarter in the new contract term. Reallocation of these funds will be made at that time since CSS was notified of the agencies'

The Honorable Board of Supervisors June 21, 005 Page 3 of 7

decision to decline funds late in the funding recommendations process, and all FY 2005-06 funding recommendations have been determined.

For FY 2005-06, one (1) agency that has requested their identity remain confidential, will not renew a Nutrition Program contract in the amount of \$808,937. Recommendations to reallocate \$808,937 in Nutrition Program funds to agencies serving within the same supervisorial district will be determined prior to the end of the first quarter in the new contract term. Reallocation of these funds will be made at that time since CSS was notified of the agency's decision to decline funds late in the funding recommendations process, and all FY 2005-06 funding recommendations have been determined.

### Performance Measures

To comply with federal and state funding source requirements, CSS has developed performance standards to measure: (1) the percentage of caregivers whose ability to provide care has increased or improved as a result of the support services provided; (2) the percentage of participants who reported improved social functions and emotional well-being; and (3) the percentage of participants who are minority, low-income, disabled and age 75+ exceeds the national average.

Agencies are required to develop benchmark criteria for each performance standard. CSS will assess the agencies' performance during each monitoring visit.

#### Implementation of Strategic Plan Goals

The recommended actions promote the Countywide Strategic Plan Goals of Service Excellence, Organizational Effectiveness, and Fiscal Responsibility.

### FISCAL IMPACT/FINANCING

The total FY 2005-06 grant amount of \$21,801,242 for the nutrition and supportive services programs for older adults will be fully financed using OAA Titles III and VII, State Block Grant, and HICAP funding.

### Funding breakdown is as follows:

Contracts for provision of nutrition, caregiver, and supportive services	\$11,977,953
*Integrated Care Management (ICM) (OAA and AB 2800 funding only)	\$2,462,451
Alzheimer's Day Care Resource Centers (ADCRC) Program	\$728,736
Health Insurance Counseling And Advocacy (HICAP) Program	\$660,553
Provision of services at County-operated senior centers	\$739,189
Program Development or Coordination	\$526,900

The Honorable Board of Supervisors June 21, 005 Page 4 of 7

7	Γotal	\$21,801,242
Contingency Funds		\$ <u>77,137</u>
Unallocated ICM Program Funds (OAA and AB	2800 funding only)	\$80,364
Unallocated Nutrition Program Funds (OAA)		\$808,937
Nutrition Services Incentive Program (NSIP)		\$1,497,519
<u>Unallocated Funds:</u>		
Info Vans		\$80,000
Support Services		\$606,000
Administrative services		\$1,555,503

\*The ICM Program is funded with multiple funding sources including OAA Title III B (\$1,534,742); OAA Title III-E (\$390,258); Adult Protective Services/APS (\$2,200,000); Linkages State Funded/AB 2800 (\$617,815); and the Linkages Disabled Parking Violation Fees/AB 764 (\$649,700). Total funding for this program will be \$5,392,515.

The Alzheimer's Day Care Resource Centers (ADCRC) Program provides specialized day care services through contracted agencies for persons with dementia (Alzheimer's disease or related disorders), while giving respite to their caregivers.

The Health Insurance Counseling And Advocacy (HICAP) Program provides community education and counseling assistance with Medicare and related health insurance issues through informal advocacy or legal representation. These services are provided by contracted agencies.

The \$739,189 represents CSS staffing and other program costs to directly operate three senior centers within Los Angeles County located in Altadena, Lancaster and Willowbrook. Center activities include outreach, information and assistance to caregivers, the distribution of flyers, direct mailings, and a bi-monthly news magazine.

The \$526,900 in Program Development or Coordination funds is program funds the CDA allows CSS to use for completing specific goals and objectives outlined in the State approved Los Angeles County Area Plan. CSS staff directly works on the development or expansion of programs and services, and liaison with other agencies and community organizations to enhance programs and services for older persons.

The \$1,555,503 is allocated by the CDA for administrative costs to be used for salaries and employee benefits, services and supplies and indirect costs.

The Honorable Board of Supervisors June 21, 005 Page 5 of 7

The \$606,000 is program funds used for support services including, the operational costs associated with the maintenance of the existing management information systems and the Community Connection website, and refining of the web-based Nutrition Program module

The \$80,000 will be used for staffing and operating costs for Info Vans, including maintenance, and fuel. The Info Vans circulate throughout the county and provide direct outreach for community events.

### **Unallocated Funds**

The \$1,497,519 Nutrition Services Incentive Program (NSIP) is an additional subsidy that is available throughout the fiscal year for the nutrition services providers based on the number of meals served. Invoices are submitted to CSS' Program Accounting Division on an as needed basis to augment the funding provided through the OAA grant.

Funds in the amount of \$808,937 are being set aside for future allocation to 4<sup>th</sup> district service providers to provide Nutrition Program services as a result of an agency in the 4<sup>th</sup> district not renewing their FY 2005-06 contract.

Funds in the amount of \$80,364 are being set aside for future allocation in the 1,2,3,and 4th districts to provide ICM Program services as a result of two (2) agencies in the same districts not renewing their FY 2005-06 contracts.

The \$77,137 in Contingency Funds represents \$77,000 in Title III-B and \$137 in Title III-C-2 monies that can be used during the fiscal year to provide additional services. These funds can be combined with future funding augmentations, however must only be used for services in the respective funding categories.

There will be no impact on the County general fund. The OAA Titles III and VII, State Block Grant, and HICAP funding are included in the FY 2005-06 Proposed Budget.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In compliance with the County's existing policy on contract execution, agency contracts listed on Attachments A, B, and C will be executed by the agency on or before the Board agenda-filing deadline.

The contract with the City of Pomona, listed on Attachment F will be executed by the agency within 30 days after the Board agenda-filing deadline or by July 1, 2005, whichever date is sooner.

Under the circumstance that an agency recommended for FY 2005-06 funding does not fulfill its obligation in providing a complete contract to CSS within 30 days after the Board agenda filing deadline or by July 1, 2005, whichever date is sooner, CSS may consider reallocating funds from the non-responsive agency to the remaining service providers consistent with CSS' procedures on allocating funds.

The Honorable Board of Supervisors June 21, 005 Page 6 of 7

Unexpended OAA Titles III and VII, State Block Grant, and HICAP funds do not carry over to the next fiscal year. To ensure the full utilization of grant funds, contract amendments have been required which reflected increases or decreases of up to 25% in service provider funding allocations. CSS is requesting delegated authority to execute contract amendments, if necessary, to de-obligate/re-obligate funds based on contractor performance, utilization of funds, and availability of funding. This will maximize administrative efficiency and is consistent with the Board's policy requiring the midyear review of grant expenditures and, if necessary, re-obligating funds to other service providers to ensure full utilization of grant funds. CSS will obtain approval of County Counsel and the CAO prior to any such amendment and will confirm, in writing, to the Board of Supervisors and the CAO within 30 days after execution that such amendments have been executed.

The recommended OAA Titles III and VII, State Block Grant, HICAP, and ICM service providers are predominantly nonprofit and public agencies that provide nutrition and/or supportive services to older adults; however, two (2) are private, for-profit agencies.

All contracts have been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

### OAA Titles III and VII, State Block Grant, and HICAP Funded Programs

As a State-designated Area Agency on Aging, CSS conducts an open-competitive bid process every four years to solicit proposals and to fund those agencies qualified in providing services to the elderly for OAA Titles III and VII, State Block Grant, and HICAP funds.

In FY 2002-03, CSS conducted an open-competitive Request for Proposals (RFP) process for OAA Titles III and VII, State Block Grant, and HICAP funded programs for a four (4)-year period from July 1, 2003 through June 30, 2007.

Contracts are renewed annually upon Board approval in each four (4)-year funding cycle.

Fiscal Year 2005-06 is the third year of the current four (4)-year OAA Titles III and VII, State Block Grant, and HICAP funding cycle.

#### ICM Program

ICM will have completed the third year of a three (3)-year funding cycle on June 30, 2005. CSS obtained approval from the California Department of Social Services (CDSS) for a one-year extension of the ICM program contracts with 23 providers for the

period of July 1, 2005 through June 30, 2006. This extension will allow CSS to conduct a special evaluation in support of ICM program enhancements while maintaining the program's objective in promoting the ability of program clients to remain independently

The Honorable Board of Supervisors June 21, 005 Page 7 of 7

at home. In Fall 2005, CSS will release an RFP for ICM services for the period ending on June 30, 2009.

The ICM program provides comprehensive case management services to functionally impaired adults and older adults through the integration of multiple case management programs and their funding streams.

CSS annually renews contracts with those service providers that have demonstrated satisfactory contract performance during each funding cycle.

### **Monitoring**

Program monitoring of the nutrition, supportive services, and caregiver support programs is performed annually and includes administrative and program monitoring to ensure contract compliance. Monitoring will be accomplished through the Department's Centralized Compliance Division. Fiscal monitoring is conducted twice a year by an approved vendor procured through the Auditor-Controller's Master Agreement.

Attachment G provides each contractor's status with regard to minority and women participation and ownership of agencies and business enterprises.

### **IMPACT ON CURRENT SERVICES**

The recommended actions will enable the continuation of current services, such as home-delivered and congregate meals, in-home assistance, legal services, and Alzheimer's Day Care Resource Centers and will assure seamless delivery of services to clients.

Respectfully submitted.

Cynthia D. Banks Interim Director

Attachments (10)

C: David E. Janssen
Raymond G. Fortner, Jr.
J. Tyler McCauley

### LOS ANGELES COUNTY AREA AGENCY ON AGING FY 2005-2006 - OAA FUNDING RECOMMENDATIONS

		8ER 0E8	\$ 73	SUPERIOSORIAS DISTRICTIS	FEYDNO.
	Alzheimer's Association of Los Angeles	Caregiver Support Services	1,8	3,4	\$65,000
2	Antelope Valley Committee on Aging	Congregate Meals, Home- Delivered Meals, Telephone Reassurance	1	5	\$408,539
3	Azusa, City of	Congregate Meals, Home- Delivered Meals, Telephone Reassurance	3	1	\$93,773
1	Behavioral Health Services	Caregiver Support Services, Home Base Care	8	4	\$144,737
5	Bet Tzedek	Legal Assistance	ALL	ALL	\$280,000
6	Burbank, City of	Congregate Meals, Home Delivered Meals	2	5	\$277,265
7	Casa Maravilla	Congregate Meals, Home- Delivered Meals, Telephone Reassurance	7	1	\$622,779
8	Chinatown Service Center/ ESCAPA	Caregiver Support Services, Home Based Care	2,3,4,5,6,7,8	ALL	\$362,887
9	Claremont, City of	Congregate Meals	3	5	\$93,958
10	Consulting Nutritional Services	Dietary Administrative Support Services	ALL	ALL	\$248,364
11	Culver City	Congregate Meals, Home- Delivered Meals, Telephone Reassurance	5	2	\$116,693
12	Dickinson Community Lighted Schools	Congregate Meals, Home- Delivered Meals, Telephone Reassurance	6	2	\$283,927
	El Monte, City of	Congregate Meals	3	1,5	\$77,366
14	Food & Nutrition Management Services, Inc.	Nutrition Screens, Counseling, Interventions, Training of Nutrition Providers	ALL	ALL	\$361,926
15	Gardena, City of	Congregate Meals, Home- Delivered Meals, Telephone Reassurance, Home Based Care	8	2	\$309,678
16	Glendale Parks Recreation and Community Services	Congregate Meals, Home- Delivered Meals, Telephone Reassurance	2	5	\$187,267
17	Human Services Association	Congregate Meals, Home- Delivered Meals, Telephone Reassurance	6,7	1,2,4	\$882,758

### LOS ANGELES COUNTY AREA AGENCY ON AGING FY 2005-2006 - OAA FUNDING RECOMMENDATIONS

		SER OES	SPA	"(SUPER()(SOR(R))" D(SUR)(07(S))	
18	Inglewood, City of	Congregate Meals, Home- Delivered Meals, Telephone Reassurance	5,8	2	\$351,880
	Jewish Family Services of Los Angeles	Congregate Meals, Home- Delivered Meals, Telephone Reassurance	2,4,5	1,2,3,5	\$117,525
20	Just Rite Community Programs, Inc.	Home Based Care	2,6,8	2,3,4,5	\$245,155
21	Little Tokyo Community Development Corporation, Inc.	MENTORS Project (Multi- Ethnic Network for Training, Outreach, and Resources for Senior	7	1,4	\$192,527
22	Norwalk, City of	Home Based Care	7	4	\$69,032
23	Oldtimers Foundation	Congregate Meals, Home- Delivered Meals, Telephone Reassurance	6,7	1,2,4	\$952,204
24	Pomona, City of	Congregate Meals	3	1	\$134,345
25	Pomona Valley Committee on Aging/CSS	Caregiver Support Services	3	1,4,5	\$60,000
26	San Gabriel Valley YWCA	Congregate Meals, Home- Delivered Meals, Telephone Reassurance	3	1,4,5	\$1,264,129
27	Santa Anita Family Services	Caregiver Support Services, Home Based Care	3	1,5	\$553,392
28	Santa Clarita Valley Committee on Aging	Congregate Meals, Home- Delivered Meals, Telephone Reassurance, Home Base Care	1,2	3,5	\$495,117
29	Santa Monica, City of	Congregate Meals, Home- Delivered Meals, Telephone Reassurance	5	3	\$177,332
30	South El Monte, City of	Congregate Meals, Home- Delivered Meals, Telephone Reassurance	3	1	\$84,299
31	Southeast Area Social Services Funding Authority/ SASSFA	Congregate Meals, Home- Delivered Meals, Telephone Reassurance, Caregiver Support Services, Home Based Care	7	1,4	\$618,317
32	Special Services for Groups	Caregiver Support Services	6,7,8	2,4	\$60,000
33	Torrance/ South Bay YMCA	Congregate Meals, Home- Delivered Meals	8	2,4	\$169,486

### LOS ANGELES COUNTY AREA AGENCY ON AGING FY 2005-2006 - OAA FUNDING RECOMMENDATIONS

	1627.27	SET CES	573		
	USC/ Los Angeles Caregiver Resource Center	Caregiver Support Services	1,2,6,7,8	1,2,4,5	\$151,000
35	West Covina, City of	Congregate Meals	3	1,4,5	\$79,546
36	WISE Senior Services	Long-Term Care Ombudsman, Prevention of Elder Abuse	ALL	ALL	\$1,385,753
				12 No.	



## COUNTY OF LOS ANGELES OLDER AMERICANS ACT (OAA) SERVICES

# GRANT PROGRAM CONTRACT By and Between the County of Los Angeles, and \_\_\_\_\_

## COUNTY OF LOS ANGELES OLDER AMERICANS ACT (OAA) SERVICES GRANT PROGRAM CONTRACT

This Con	tract is ente	ered into this	s <u>1</u> st day of		by and	betwe	en the
County of Los Angele	es, by and	through its	Department	of	Community	and	Senior
Services ("CSS"), and		_	_ ("Contracto	r").	_		

#### PREAMBLE

WHEREAS, the Congress of the United States through the Administration on Aging of the Department of Health and Human Services (hereinafter referred to as "HHS") through the State of California (hereinafter referred to as "State"), has made certain funds available under the Older Americans Act of 1965, as amended (hereinafter referred to as "OAA"), Title 42, Section 3021 et seq. of the United States Code, for providing nutrition and supportive services to elderly persons;

WHEREAS, pursuant to the Older Americans Act (hereinafter referred to as "OAA"), California Welfare and Institutions Code Section 9300 et seq., the California Legislature has designated the California Department of Aging (hereinafter referred to as "CDA"), as the single state agency for supervision of all programs under the OAA;

WHEREAS, pursuant to the provisions of the OAA, the CDA has designated the County's Community and Senior Services as the Area Agency on Aging for Los Angeles County (hereinafter referred to as "AAA"), exclusive of Los Angeles City, and the County has adopted an Area Plan for Programs on Aging to provide said services;

WHEREAS, pursuant to the Older Californians Act (hereinafter referred to as "OCA") Chapter 7.5 and the California Welfare and Institutions Code 9000 et seq., the AAA will provide program management of the community-based program specified in the OCA;

**WHEREAS**, pursuant to the provisions of the OAA, the CDA has approved County's Area Plan for Programs on Aging;

WHEREAS, State and County have entered into a written agreement,

which is incorporated by reference to the County's Area Plan for Programs on Aging, whereby State is to provide County with Federal and State General Funds to implement County's Area Plan for Programs on Aging in accordance with the OAA and OCA and all regulations and directives relating thereto which are promulgated by HHS and by State;

WHEREAS, pursuant to the provisions of said written agreement, County has agreed to enter into written agreement with other public and private agencies or organizations which shall provide certain said services;

WHEREAS, Contractor is equipped, staffed and prepared to provide certain said services:

WHEREAS, Contractor shall establish and implement written administrative, management and personnel policies and procedures to govern the management and administration of the program in order to ensure that all goals and objectives are achieved as contracted;

WHEREAS, pursuant to the provisions of California Government Code Section 53703, County may contract with other public and private agencies or organizations and do all acts necessary to participate in Federal programs, such as this program under the OAA and OCA, whereby Federal and State funds are provided to County for purposes of public health, safety or welfare; and,

WHEREAS, pursuant to procedures and standards developed by the CDA and set forth in the Appendices and Mandated Program Requirements (Exhibit B) hereof, Contractor agrees that such procedures and standards are binding upon Contractor during the term of this contract.

WHEREAS, for purposes of this Agreement, (1) "Elderly Persons" shall mean any person aged sixty or over, (2) "Dependent Adult" means any person residing in the service areas, between the ages of 18 and 64, who has physical or mental limitations which restrict his or her ability to carry out normal activities or to protect his or her rights including, but not limited to, persons who have physical or developmental disabilities or whose physical or mental abilities have diminished because of age.

WHEREAS, Contractor agrees not to use contract funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the Congress.

WHEREAS, the Older Americans Act (OAA), California Department of Aging (CDA) Contract Number AP-0506-19 (hereinafter, the "Program") was implemented to provide services to older adults and functionally impaired adults; and,

WHEREAS, the County has received funding under the Program to

support Program activities administered by the County within its jurisdictional boundaries; and					
WHEREAS, on, the Board of Supervisors authorized CSS to enter into an agreement with the Contractor for the purpose of providing services to eligible participants under the Program.					
NOW, THEREFORE, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the Program, as administered by the County, the parties do hereby agree as follows:					
<b>SECTION 1. APPLICABLE DOCUMENTS</b> . (a) This Contract consists of this eight-page document and the following exhibits, inclusive:					
(1) Standard Terms and Conditions (Exhibit A)					
(2) Mandated Program Requirements (Exhibit B)					
(3) Statement of Work (Exhibit C)					
(4) Budget (Exhibit D)					
(5) Performance Requirements (Exhibit E)					
(6) Department Required Documents (Exhibit F)					
(7) Program Required Documents (Exhibit G)					
(b) In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable product or service between this eight-page document and the exhibits attached hereto, said conflict or inconsistency shall be resolved first in favor of Mandated Program Requirements (Exhibit B) and then in favor of the Standard Terms and Conditions (Exhibit A) to this Contract.					
<b>SECTION 2. CONTRACTOR OBLIGATIONS.</b> (a) Contractor shall comply with all terms and conditions of this Contract (including all terms contained in the exhibits hereto), and those imposed and required by the County and funding agencies, and relevant Program provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the Funding Source).					
(b) In addition to other obligations set forth in this Contract, and subject to County oversight, the Contractor shall perform those activities identified in the Statement of Work (Exhibit C) in accordance with applicable Mandated Program Requirements (Exhibit B).					

Prior to execution of this Contract, Contractor shall fully comply with § 403 (Conditions Precedent to Execution of Contract) of the Standard Terms and Conditions (Exhibit A). Absent compliance with § 403 and execution of the Contract, Contractor shall not be authorized to provide services set forth in the Statement of Work (Exhibit C) in accordance with applicable Mandated Program Requirements (Exhibit B), and shall not be entitled to payment for any services rendered prior to execution of the Contract. In accordance with § 1002 (Insurance) of the Standard Terms and (d) Conditions (Exhibit A) to this Contract, Contractor shall provide the mandated programs of insurance at the following limits: General Liability: Not less than – \$1 million per occurrence; (1) - \$1 million aggregate for Products/Completed Operations; \$1 million for Personal and Advertising Injury; and - \$2 million general aggregate. Automobile Liability: Not less than \$1 million for each (2) accident. Workers' Compensation: State limits/requirements. (3)Insurance shall also include Employers' Liability coverage with limits of not less than \$1 million for each accident, for each disease, for each employee, and policy limit. Crime Coverage: In per occurrence amounts not less than (4) \$ for Employee Dishonesty; \$ for Forgery or Alteration; \$\_\_\_\_\_ for Theft, Disappearance and Destruction; \$\_\_\_\_\_ for Computer Fraud; and \$\_\_\_\_\_ for Burglary and Robbery. (5) Professional Liability: Not less than \$ 1 million per occurrence and \$3 million aggregate.

Except as expressly provided herein, the remaining terms and conditions set forth in § 1000 shall continue to be enforceable and binding on the Contractor.

(e) Accurate and complete invoices shall be submitted by Contractor to the County Program Manager, no later than the 10<sup>th</sup> of the month immediately following the month in which the services invoiced

Other:

(6)

were rendered or the actual expenditures invoiced were incurred. If the 10<sup>th</sup> falls on a Saturday, Sunday or national holiday then the invoices are due the next business day. In the event accurate and complete invoices are not timely submitted, the County may decline payment of a portion or the entire amount invoiced.

reimburse the Contractor for satisfactory provision of services identified in the Statement of Work (Exhibit C) in accordance with relevant invoicing policies and procedures set forth in this Contract; provided, however, that the amount obligated and paid to the Contractor by the County shall not exceeddollars ( ) during the term of this Contract.
<b>SECTION 4. PROGRAM MONITORING</b> . (a) Contractor shall comply with all provisions of this Contract addressing Program monitoring as set forth in the Standard Terms and Conditions (Exhibit A).
(b) The County intends to perform contract compliance reviews in addition to fiscal and program monitoring pursuant to CSS policies and procedures. In accordance with such policies, CSS will conduct (at a minimum) one on-site fiscal, program and compliance monitoring review during the term of the Contract. This section shall not be construed, interpreted nor deemed to waive or otherwise limit the Contractor's monitoring obligations and responsibilities set forth in this Contract, nor is it intended to create any obligation on behalf of the County or any right or benefit for the Contractor.
SECTION 5. TERM. The term of this Contract shall commence on and terminate no later than, except as otherwise provided in this Contract.
SECTION 6. CONTRACT ADMINISTRATION. (a) The County Program Manager who shall be responsible for administering the Program-related provisions of the Contract on behalf of the County shall be
(b) The Contractor's Program Manager, who shall be responsible for administering the Contract on behalf of the Contractor, shall be, Project Director

SECTION 7. NOTICES/AUTHORIZED SIGNATURES. (a) Notices: Unless otherwise set forth in this Contract, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect, shall be sent to:

County of Los Angeles	
Contractor	
Attention:	
Description to sign Contractor's	
sed <b>Signatures</b> . Person(s) authorized to sign contractors sement Requests:	ŀ
re) (Authorized Signature)	
(Typed Name)	
(Title)	_
5	Contractor  Attention:  ed Signatures. Person(s) authorized to sign Contractor's sement Requests:  (Authorized Signature)  (Typed Name)

IN WITNESS WHEREOF, the County of Los Angeles, by and through its Department of Community and Senior Services, and the Contractor have caused this Contract to be executed on their behalf by their duly authorized representatives.

### **COUNTY OF LOS ANGELES**

	By:	Cynthia D. Banks, Interim Director Community and Senior Services
Approved as to Form:		
OFFICE OF THE COUNTY COUNSEL	-	
By: Deputy		
	CC	ONTRACTOR
	Ву:	
		(Signature)
		(Print Name)
		(Title)
		I
		1
		1
		1
		1
		1
		8

HOA.235196.1

### LOS ANGELES COUNTY AREA AGENCY ON AGING FY 2005-2006 COMMUNITY BASED SERVICES PROGRAMS FUNDING RECOMMENDATIONS

	SEENON.	ि उद्यक्त हर्देश		SUPERVSORIA	
La in Santon		ran da			
1	Heritage Clinic	Alzheimer's Day Care Resource Center	3	5	\$91,093
2	Human Services Association	Alzheimer's Day Care Resource Center	6,7	1,2,4	\$91,091
3	Jewish Family Services of Los Angeles	Alzheimer's Day Care Resource Center	2,4,5	1,2,3,5	\$91,092
4	Life Steps Foundations	Alzheimer's Day Care Resource Center	5,8	2	\$91,092
5	Los Amigos LAREI	Alzheimer's Day Care Resource Center	7	1,4	\$91,092
6	Partners in Care Foundation	Alzheimer's Day Care Resource Center	2,3	5	\$91,092
7	Santa Clarita Valley Committee on Aging	Alzheimer's Day Care Resource Center	1,2	3,5	\$91,092
8	WISE Senior Services	Alzheimer's Day Care Resource Center	ALL	ALL	\$91,092
	401A				2722788



### **COUNTY OF LOS ANGELES**

# OLDER AMERICANS ACT (OAA) SERVICES ALZHEIMER'S DAY CARE RESOURCE CENTER (ADCRC) PROGRAM

GRANT PROGRAM CONTRACT
By and Between the County of Los Angeles,
and

## COUNTY OF LOS ANGELES OLDER AMERICANS ACT (OAA) SERVICES ALZHEIMER'S DAY CARE RESOURCE CENTER (ADCRC) PROGRAM GRANT PROGRAM CONTRACT

This Contract is entered into this _ day of	by and between the
County of Los Angeles, by and through its Departme	nt of Community and Senior
Services ("CSS"), and ("Contractor").	

#### PREAMBLE

WHEREAS, the Congress of the United States through the Administration on Aging of the Department of Health and Human Services (hereinafter referred to as "HHS") through the State of California (hereinafter referred to as "State"), has made certain funds available under the Older Americans Act of 1965, as amended (hereinafter referred to as "OAA"), Title 42, Section 3021 et seq. of the United States Code, for providing nutrition and supportive services to elderly persons;

WHEREAS, pursuant to the Older Americans Act (hereinafter referred to as "OAA"), California Welfare and Institutions Code Section 9300 et seq., the California Legislature has designated the California Department of Aging (hereinafter referred to as "CDA"), as the single state agency for supervision of all programs under the OAA;

WHEREAS, pursuant to the provisions of the OAA, the CDA has designated the County's Community and Senior Services as the Area Agency on Aging for Los Angeles County (hereinafter referred to as "AAA"), exclusive of Los Angeles City, and the County has adopted an Area Plan for Programs on Aging to provide said services:

WHEREAS, pursuant to the Older Californians Act (hereinafter referred to as "OCA") Chapter 7.5 and the California Welfare and Institutions Code 9000 et seq., the AAA will provide program management of the community-based program specified in the OCA:

**WHEREAS**, pursuant to the provisions of the OAA, the CDA has approved County's Area Plan for Programs on Aging;

WHEREAS, State and County have entered into a written agreement, which is incorporated by reference to the County's Area Plan for Programs on Aging, whereby State is to provide County with Federal and State General Funds to implement County's Area Plan for Programs on Aging in accordance with the OAA and OCA and all regulations and directives relating thereto which are promulgated by HHS and by State;

WHEREAS, pursuant to the provisions of said written agreement, County has agreed to enter into written agreement with other public and private agencies or organizations which shall provide certain said services;

**WHEREAS**, Contractor is equipped, staffed and prepared to provide certain said services;

WHEREAS, Contractor shall establish and implement written administrative, management and personnel policies and procedures to govern the management and administration of the program in order to ensure that all goals and objectives are achieved as contracted;

WHEREAS, pursuant to the provisions of California Government Code Section 53703, County may contract with other public and private agencies or organizations and do all acts necessary to participate in Federal programs, such as this program under the OAA and OCA, whereby Federal and State funds are provided to County for purposes of public health, safety or welfare; and,

WHEREAS, pursuant to procedures and standards developed by the CDA and set forth in the Appendices and Mandated Program Requirements (Exhibit B) hereof, Contractor agrees that such procedures and standards are binding upon Contractor during the term of this contract.

WHEREAS, for purposes of this Agreement, (1) "Elderly Persons" shall mean any person aged sixty or over, (2) "Dependent Adult" means any person residing in the service areas, between the ages of 18 and 64, who has physical or mental limitations which restrict his or her ability to carry out normal activities or to protect his or her rights including, but not limited to, persons who have physical or developmental disabilities or whose physical or mental abilities have diminished because of age.

WHEREAS, Contractor agrees not to use contract funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the Congress.

WHEREAS, the Older Americans Act (OAA), California Department of Aging (CDA) Contract Number AP-0506-19 (hereinafter, the "Program") was implemented to provide services to older adults and functionally impaired adults; and,

WHEREAS, the County has received funding under the Program to support Program activities administered by the County within its jurisdictional boundaries; and				
WHEREAS, on, the Board of Supervisors authorized CSS to enter into an agreement with the Contractor for the purpose of providing services to eligible participants under the Program.				
NOW, THEREFORE, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the Program, as administered by the County, the parties do hereby agree as follows:				
<b>SECTION 1. APPLICABLE DOCUMENTS</b> . (a) This Contract consists of this eight-page document and the following exhibits, inclusive:				
(1) Standard Terms and Conditions (Exhibit A)				
(2) Mandated Program Requirements (Exhibit B)				
(3) Statement of Work (Exhibit C)				
(4) Budget (Exhibit D)				
(5) Performance Requirements (Exhibit E)				
(6) Department Required Documents (Exhibit F)				
(7) Program Required Documents (Exhibit G)				
(b) In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable product or service between this eight-page document and the exhibits attached hereto, said conflict or inconsistency shall be resolved first in favor of Mandated Program Requirements (Exhibit B) and then in favor of the Standard Terms and Conditions (Exhibit A) to this Contract.				
SECTION 2. CONTRACTOR OBLIGATIONS. (a) Contractor shall comply with all terms and conditions of this Contract (including all terms contained in the exhibits hereto), and those imposed and required by the County and funding agencies, and relevant Program provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the				

to County oversight, the Contractor shall perform those activities identified in the Statement of Work (Exhibit C) in accordance with applicable Mandated Program

In addition to other obligations set forth in this Contract, and subject

Funding Source).

Requirements	(Exhibit B	).
--------------	------------	----

- (c) Prior to execution of this Contract, Contractor shall fully comply with § 403 (Conditions Precedent to Execution of Contract) of the Standard Terms and Conditions (Exhibit A). Absent compliance with § 403 and execution of the Contract, Contractor shall not be authorized to provide services set forth in the Statement of Work (Exhibit C) in accordance with applicable Mandated Program Requirements (Exhibit B), and shall not be entitled to payment for any services rendered prior to execution of the Contract.
- (d) In accordance with § 1002 (Insurance) of the Standard Terms and Conditions (Exhibit A) to this Contract, Contractor shall provide the mandated programs of insurance at the following limits:
  - (1) General Liability: Not less than \$1 million per occurrence;
     \$1 million aggregate for Products/Completed Operations;
     \$1 million for Personal and Advertising Injury; and \$2 million general aggregate.
  - (2) Automobile Liability: Not less than \$1 million for each accident.
  - (3) Workers' Compensation: State limits/requirements. Insurance shall also include Employers' Liability coverage with limits of not less than \$1 million for each accident, for each disease, for each employee, and policy limit.
  - (4) Crime Coverage: In per occurrence amounts not less than \$\_\_\_\_\_ for Employee Dishonesty; \$\_\_\_\_\_ for Forgery or Alteration; \$\_\_\_\_\_ for Theft, Disappearance and Destruction; \$\_\_\_\_\_ for Computer Fraud; and \$\_\_\_\_\_ for Burglary and Robbery.
  - (5) Professional Liability: Not less than \$ 1 million per occurrence and \$3 million aggregate.

(6)	Other:	
` ,		

Except as expressly provided herein, the remaining terms and conditions set forth in § 1000 shall continue to be enforceable and binding on the Contractor.

(e) Accurate and complete invoices shall be submitted by Contractor to the County Program Manager, no later than the 10<sup>th</sup> of the month

immediately following the month in which the services invoiced were rendered or the actual expenditures invoiced were incurred. If the 10<sup>th</sup> falls on a Saturday, Sunday or national holiday then the invoices are due the next business day. In the event accurate and complete invoices are not timely submitted, the County may decline payment of a portion or the entire amount invoiced.

SECTION 3. COUNTY FISCAL OBLIGATION. The County agrees to reimburse the Contractor for satisfactory provision of services identified in the Statement of Work (Exhibit C) in accordance with relevant invoicing policies and procedures set forth in this Contract; provided, however, that the amount obligated and paid to the Contractor by the County shall not exceed dollars () during the term of this Contract.
<b>SECTION 4. PROGRAM MONITORING</b> . (a) Contractor shall comply with all provisions of this Contract addressing Program monitoring as set forth in the Standard Terms and Conditions (Exhibit A).
(b) The County intends to perform contract compliance reviews in addition to fiscal and program monitoring pursuant to CSS policies and procedures. In accordance with such policies, CSS will conduct (at a minimum) one on-site fiscal, program and compliance monitoring review during the term of the Contract. This section shall not be construed, interpreted nor deemed to waive or otherwise limit the Contractor's monitoring obligations and responsibilities set forth in this Contract, nor is it intended to create any obligation on behalf of the County or any right or benefit for the Contractor.
SECTION 5. TERM. The term of this Contract shall commence on and terminate no later than, except as otherwise provided in this Contract.
SECTION 6. CONTRACT ADMINISTRATION. (a) The County Program Manager who shall be responsible for administering the Program-related provisions of the Contract on behalf of the County shall be
(b) The Contractor's Program Manager, who shall be responsible for administering the Contract on behalf of the Contractor, shall be, Project Director.

SECTION 7. NOTICES/AUTHORIZED SIGNATURES. (a) Notices: Unless otherwise set forth in this Contract, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect, shall be sent to:

(1)	County of Los Angeles
(2)	Contractor
	Attention:
(b) <b>Authoriz</b> Reimburs	zed Signatures. Person(s) authorized to sign Contractor's sement Requests:
(Authorized Signatu	re) (Authorized Signature)
(Typed Name)	(Typed Name)
(Title)	(Title)
1	
1	
1	
1	
HOA.235196.1	7

IN WITNESS WHEREOF, the County of Los Angeles, by and through its Department of Community and Senior Services, and the Contractor have caused this Contract to be executed on their behalf by their duly authorized representatives.

### **COUNTY OF LOS ANGELES**

	Ву:	Cynthia D. Banks, Interim Director Community and Senior Services
Approved as to Form:		
OFFICE OF THE COUNTY COUNSE	L.	
By: Deputy		
	CC	ONTRACTOR
	Ву:	
		(Signature)
		(Print Name)
		(Title)
		1
		1
		1
		1
		1
		1
		8

HOA.235196.1

### LOS ANGELES COUNTY AREA AGENCY ON AGING FY 2005-2006 - ICM FUNDING RECOMMENDATIONS

	K@ENQVARIA	SEN CES	5	FSCHERVSCRILL Districts	
1	Alhambra, City of	Care Management, Intake, Assessment, Care Plan, Purchase of Service	3	5	\$49,940
2	AltaMed Health Services Corporation	Care Management, Intake, Assessment, Care Plan, Purchase of Service	4,7	1,4	\$400,811
3	Antelope Valley Committee on Aging	Care Management, Intake, Assessment, Care Plan, Purchase of Service	1	5	\$157,265
4	Armenian Relief Society of Western U.S.A., Inc.	Care Management, Intake, Assessment, Care Plan, Purchase of Service	2,3	5	\$60,906
5	Behavioral Health Services, Inc.	Care Management, Intake, Assessment, Care Plan, Purchase of Service	8	4	\$109,091
6	Chinatown Service Center/ ESCAPA	Care Management, Intake, Assessment, Care Plan, Purchase of Service	2,3,4, 5,6,7,8	ALL	\$325,382
7	El Monte, City of	Care Management, Intake, Assessment, Care Plan, Purchase of Service	3	1,5	\$122,039
8	Gardena, City of	Care Management, Intake, Assessment, Care Plan, Purchase of Service	8	2	\$80,849
9	Glendale Parks Recreation and Community Services	Care Management, Intake, Assessment, Care Plan, Purchase of Service	2	5	\$93,832
10	Human Services Association	Care Management, Intake, Assessment, Care Plan, Purchase of Service	6,7	1,2,4	\$343,735
11	Inglewood, City of	Care Management, Intake, Assessment, Care Plan, Purchase of Service	5,8	2	\$227,287
12	Jewish Family Services of Los Angeles	Care Management, Intake, Assessment, Care Plan, Purchase of Service	2,4,5	1,2,3,5	\$318,952
13	Office of Samoan Affairs	Care Management, Intake, Assessment, Care Plan, Purchase of Service	8	2,4	\$76,076
14	Pasadena Hospital Association Ltd. dba Huntington Senior Care	Care Management, Intake, Assessment, Care Plan, Purchase of Service	2,3	1,4,5	\$517,023
15	San Gabriel Valley YWCA	Care Management, Intake, Assessment, Care Plan, Purchase of Service	3	1,4,5	\$49,940
16	Santa Anita Family Services	Care Management, Intake, Assessment, Care Plan, Purchase of Service	3	1,5	\$357,009
17	Santa Clarita Valley Committee on Aging	Care Management, Intake, Assessment, Care Plan, Purchase of Service	1,2	3,5	\$187,494
18	Senior Care Action Network/ SCAN	Care Management, Intake, Assessment, Care Plan, Purchase of Service	6,7,8	2,4	\$388,784
19	Single Room Occupancy Housing Corp.	Care Management, Intake, Assessment, Care Plan, Purchase of Service	4	1	\$224,461

### LOS ANGELES COUNTY AREA AGENCY ON AGING FY 2005-2006 - ICM FUNDING RECOMMENDATIONS

	KENOY	SERVICES	\$5.0	() 807 <u>27/36</u> 4/40 () 877/807/8	
20	Southeast Area Social Services Funding Authority/ SASSFA	Care Management, Intake, Assessment, Care Plan, Purchase of Service	7	1,4	\$105,550
21	Special Services for Groups	Care Management, Intake, Assessment, Care Plan, Purchase of Service	6,7,8	2,4	\$253,332
22	Villa Esperanza	Care Management, Intake, Assessment, Care Plan, Purchase of Service	2,3	1,3,5	\$382,990
23	WISE Senior Services	Care Management, Care Plan, Assessment, Intake, Purchase of Services	ALL	ALL	\$245,299
	The second of th				e 11 - 13 3 0 3 3 0 4 7

	SOENCY	SER OES		5.7527 8020	にもいとなるできるできる
-				PSTROTS	
1 1	enter For Health Care ghts	Health Insurance Counseling and Advocacy Program (HICAP)	ALL	ALL	\$660,553
			NEL NEL	3427	<b>\$25755</b> \$



## COUNTY OF LOS ANGELES INTEGRATED CARE MANAGEMENT (ICM) PROGRAM

### **GRANT PROGRAM CONTRACT**

By and Between the County of Los Angeles, and \_\_\_\_\_

### COUNTY OF LOS ANGELES INTEGRATED CARE MANAGEMENT (ICM) PROGRAM GRANT PROGRAM CONTRACT

This Contract is entered into this _ day of	by and between the
County of Los Angeles, by and through its Department of	Community and Senior
Services ("CSS"), and	("Contractor").

#### **PREAMBLE**

WHEREAS, the Congress of the United States through the Administration on Aging of the Department of Health and Human Services (hereinafter referred to as "HHS") through the State of California (hereinafter referred to as "State"), has made certain funds available under the Older Americans Act of 1965, as amended (hereinafter referred to as "OAA"), Title 42, Section 3021 et seq. of the United States Code, for providing nutrition and supportive services to elderly persons;

WHEREAS, pursuant to the Older Americans Act (hereinafter referred to as "OAA"), California Welfare and Institutions Code Section 9300 et seq., the California Legislature has designated the California Department of Aging (hereinafter referred to as "CDA"), as the single state agency for supervision of all programs under the OAA;

WHEREAS, pursuant to the provisions of the OAA, the CDA has designated the County's Community and Senior Services as the Area Agency on Aging for Los Angeles County (hereinafter referred to as "AAA"), exclusive of Los Angeles City, and the County has adopted an Area Plan for Programs on Aging to provide said services;

WHEREAS, pursuant to the Older Californians Act (hereinafter referred to as "OCA") Chapter 7.5 and the California Welfare and Institutions Code 9000 et seq., the AAA will provide program management of the community-based program specified in the OCA;

WHEREAS, pursuant to the provisions of the OAA, the CDA has approved County's Area Plan for Programs on Aging;

WHEREAS, State and County have entered into a written agreement,

which is incorporated by reference to the County's Area Plan for Programs on Aging, whereby State is to provide County with Federal and State General Funds to implement County's Area Plan for Programs on Aging in accordance with the OAA and OCA and all regulations and directives relating thereto which are promulgated by HHS and by State;

WHEREAS, pursuant to the provisions of said written agreement, County has agreed to enter into written agreement with other public and private agencies or organizations which shall provide certain said services;

WHEREAS, Contractor is equipped, staffed and prepared to provide certain said services;

WHEREAS, Contractor shall establish and implement written administrative, management and personnel policies and procedures to govern the management and administration of the program in order to ensure that all goals and objectives are achieved as contracted;

WHEREAS, pursuant to the provisions of California Government Code Section 53703, County may contract with other public and private agencies or organizations and do all acts necessary to participate in Federal programs, such as this program under the OAA and OCA, whereby Federal and State funds are provided to County for purposes of public health, safety or welfare; and,

WHEREAS, pursuant to procedures and standards developed by the CDA and set forth in the Appendices and Mandated Program Requirements (Exhibit B) hereof, Contractor agrees that such procedures and standards are binding upon Contractor during the term of this contract.

WHEREAS, for purposes of this Agreement, (1) "Elderly Persons" shall mean any person aged sixty or over, (2) "Dependent Adult" means any person residing in the service areas, between the ages of 18 and 64, who has physical or mental limitations which restrict his or her ability to carry out normal activities or to protect his or her rights including, but not limited to, persons who have physical or developmental disabilities or whose physical or mental abilities have diminished because of age.

WHEREAS, Contractor agrees not to use contract funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the Congress.

WHEREAS, the Older Americans Act (OAA), California Department of Aging (CDA) Contract Number AP-0506-19 (hereinafter, the "Program") was implemented to provide services to older adults and functionally impaired adults; and,

WHEREAS, the County has received funding under the Program to

boundaries; and				
WHEREAS, on, the Board of Supervisors authorized CSS to enter into an agreement with the Contractor for the purpose of providing services to eligible participants under the Program.				
NOW, THEREFORE, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the Program, as administered by the County, the parties do hereby agree as follows:				
<b>SECTION 1. APPLICABLE DOCUMENTS</b> . (a) This Contract consists of this eight-page document and the following exhibits, inclusive:				
(1) Standard Terms and Conditions (Exhibit A)				
(2) Mandated Program Requirements (Exhibit B)				
(3) Statement of Work (Exhibit C)				
(4) Budget (Exhibit D)				
(5) Performance Requirements (Exhibit E)				
(6) Department Required Documents (Exhibit F)				
(7) Program Required Documents (Exhibit G)				
(b) In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable product or service between this eight-page document and the exhibits attached hereto, said conflict or inconsistency shall be resolved first in favor of Mandated Program Requirements (Exhibit B) and then in favor of the Standard Terms and Conditions (Exhibit A) to this Contract.				
<b>SECTION 2. CONTRACTOR OBLIGATIONS</b> . (a) Contractor shall comply with all terms and conditions of this Contract (including all terms contained in the exhibits hereto), and those imposed and required by the County and funding agencies, and relevant Program provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the Funding Source).				
(b) In addition to other obligations set forth in this Contract, and subject to County oversight, the Contractor shall perform those activities identified in the Statement of Work (Exhibit C) in accordance with applicable Mandated Program Requirements (Exhibit B).				

support Program activities administered by the County within its jurisdictional

Prior to execution of this Contract, Contractor shall fully comply with § 403 (Conditions Precedent to Execution of Contract) of the Standard Terms and Conditions (Exhibit A). Absent compliance with § 403 and execution of the Contract, Contractor shall not be authorized to provide services set forth in the Statement of Work (Exhibit C) in accordance with applicable Mandated Program Requirements (Exhibit B), and shall not be entitled to payment for any services rendered prior to execution of the Contract. In accordance with § 1002 (Insurance) of the Standard Terms and (d) Conditions (Exhibit A) to this Contract, Contractor shall provide the mandated programs of insurance at the following limits: (1) General Liability: Not less than – \$1 million per occurrence; - \$1 million aggregate for Products/Completed Operations: \$1 million for Personal and Advertising Injury; and - \$2 million general aggregate. (2) Automobile Liability: Not less than \$1 million for each accident. Workers' (3)Compensation: State limits/requirements. Insurance shall also include Employers' Liability coverage with limits of not less than \$1 million for each accident, for each disease, for each employee, and policy limit. (4) Crime Coverage: In per occurrence amounts not less than \$ for Employee Dishonesty; \$ for Forgery or Alteration; \$\_\_\_\_\_ for Theft, Disappearance and Destruction; \$\_\_\_\_\_ for Computer Fraud; and \$\_\_\_\_\_ for Burglary and Robbery. (5) Professional Liability: Not less than \$ 1 million per occurrence and \$3 million aggregate. (6)Other: \_\_\_\_\_

Except as expressly provided herein, the remaining terms and conditions set forth in § 1000 shall continue to be enforceable and binding on the Contractor.

(e) Accurate and complete invoices shall be submitted by Contractor to the County Program Manager, no later than the 10<sup>th</sup> of the month immediately following the month in which the services invoiced



### **COUNTY OF LOS ANGELES**

# OLDER AMERICANS ACT (OAA) SERVICES HEALTH INSURANCE COUNSELING AND ADVOCACY (HICAP) PROGRAM

GRANT PROGRAM CONTRACT
By and Between the County of Los Angeles,
and \_\_\_\_\_\_

## COUNTY OF LOS ANGELES OLDER AMERICANS ACT (OAA) SERVICES HEALTH INSURANCE COUNSELING AND ADVOCACY (HICAP) PROGRAM GRANT PROGRAM CONTRACT

This Contract is	entered into this _ day of _	by and between the
County of Los Angeles, by	and through its Department	of Community and Senior
Services ("CSS"), and	("Contractor").	

#### **PREAMBLE**

WHEREAS, the Congress of the United States through the Administration on Aging of the Department of Health and Human Services (hereinafter referred to as "HHS") through the State of California (hereinafter referred to as "State"), has made certain funds available under the Older Americans Act of 1965, as amended (hereinafter referred to as "OAA"), Title 42, Section 3021 et seq. of the United States Code, for providing nutrition and supportive services to elderly persons;

WHEREAS, pursuant to the Older Americans Act (hereinafter referred to as "OAA"), California Welfare and Institutions Code Section 9300 et seq., the California Legislature has designated the California Department of Aging (hereinafter referred to as "CDA"), as the single state agency for supervision of all programs under the OAA;

WHEREAS, pursuant to the provisions of the OAA, the CDA has designated the County's Community and Senior Services as the Area Agency on Aging for Los Angeles County (hereinafter referred to as "AAA"), exclusive of Los Angeles City, and the County has adopted an Area Plan for Programs on Aging to provide said services;

WHEREAS, pursuant to the Older Californians Act (hereinafter referred to as "OCA") Chapter 7.5 and the California Welfare and Institutions Code 9000 et seq., the AAA will provide program management of the community-based program specified in the OCA;

WHEREAS, pursuant to the provisions of the OAA, the CDA has approved County's Area Plan for Programs on Aging;

WHEREAS, State and County have entered into a written agreement, which is incorporated by reference to the County's Area Plan for Programs on Aging, whereby State is to provide County with Federal and State General Funds to implement County's Area Plan for Programs on Aging in accordance with the OAA and OCA and all regulations and directives relating thereto which are promulgated by HHS and by State;

WHEREAS, pursuant to the provisions of said written agreement, County has agreed to enter into written agreement with other public and private agencies or organizations which shall provide certain said services;

WHEREAS, Contractor is equipped, staffed and prepared to provide certain said services;

WHEREAS, Contractor shall establish and implement written administrative, management and personnel policies and procedures to govern the management and administration of the program in order to ensure that all goals and objectives are achieved as contracted;

WHEREAS, pursuant to the provisions of California Government Code Section 53703, County may contract with other public and private agencies or organizations and do all acts necessary to participate in Federal programs, such as this program under the OAA and OCA, whereby Federal and State funds are provided to County for purposes of public health, safety or welfare; and,

WHEREAS, pursuant to procedures and standards developed by the CDA and set forth in the Appendices and Mandated Program Requirements (Exhibit B) hereof, Contractor agrees that such procedures and standards are binding upon Contractor during the term of this contract.

WHEREAS, for purposes of this Agreement, (1) "Elderly Persons" shall mean any person aged sixty or over, (2) "Dependent Adult" means any person residing in the service areas, between the ages of 18 and 64, who has physical or mental limitations which restrict his or her ability to carry out normal activities or to protect his or her rights including, but not limited to, persons who have physical or developmental disabilities or whose physical or mental abilities have diminished because of age.

WHEREAS, Contractor agrees not to use contract funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the Congress.

WHEREAS, the Older Americans Act (OAA), California Department of Aging (CDA) Contract Number AP-0506-19 (hereinafter, the "Program") was implemented to provide services to older adults and functionally impaired adults; and,

WHEREAS, the County has received funding under the Program to support Program activities administered by the County within its jurisdictional boundaries; and					
WHEREAS, on, the Board of Supervisors authorized CSS to enter into an agreement with the Contractor for the purpose of providing services to eligible participants under the Program.					
NOW, THEREFORE, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the Program, as administered by the County, the parties do hereby agree as follows:					
<b>SECTION 1. APPLICABLE DOCUMENTS</b> . (a) This Contract consists of this eight-page document and the following exhibits, inclusive:					
(1) Standard Terms and Conditions (Exhibit A)					
(2) Mandated Program Requirements (Exhibit B)					
(3) Statement of Work (Exhibit C)					
(4) Budget (Exhibit D)					
(5) Performance Requirements (Exhibit E)					
(6) Department Required Documents (Exhibit F)					
(7) Program Required Documents (Exhibit G)					
(b) In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable product or service between this eight-page document and the exhibits attached hereto, said conflict or inconsistency shall be resolved first in favor of Mandated Program Requirements (Exhibit B) and then in favor of the Standard Terms and Conditions (Exhibit A) to this Contract.					
SECTION 2. CONTRACTOR OBLIGATIONS. (a) Contractor shall comply with all terms and conditions of this Contract (including all terms contained in the exhibits hereto), and those imposed and required by the County and funding agencies, and relevant Program provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the					

(b) In addition to other obligations set forth in this Contract, and subject to County oversight, the Contractor shall perform those activities identified in the Statement of Work (Exhibit C) in accordance with applicable Mandated Program

Funding Source).

Requirements (	(Exhibit B	).
		,-

- (c) Prior to execution of this Contract, Contractor shall fully comply with § 403 (Conditions Precedent to Execution of Contract) of the Standard Terms and Conditions (Exhibit A). Absent compliance with § 403 and execution of the Contract, Contractor shall not be authorized to provide services set forth in the Statement of Work (Exhibit C) in accordance with applicable Mandated Program Requirements (Exhibit B), and shall not be entitled to payment for any services rendered prior to execution of the Contract.
- (d) In accordance with § 1002 (Insurance) of the Standard Terms and Conditions (Exhibit A) to this Contract, Contractor shall provide the mandated programs of insurance at the following limits:
  - General Liability: Not less than \$1 million per occurrence;
     \$1 million aggregate for Products/Completed Operations;
     \$1 million for Personal and Advertising Injury; and \$2 million general aggregate.
  - (2) Automobile Liability: Not less than \$1 million for each accident.
  - (3) Workers' Compensation: State limits/requirements. Insurance shall also include Employers' Liability coverage with limits of not less than \$1 million for each accident, for each disease, for each employee, and policy limit.
  - (4) Crime Coverage: In per occurrence amounts not less than \$\_\_\_\_\_ for Employee Dishonesty; \$\_\_\_\_\_ for Forgery or Alteration; \$\_\_\_\_\_ for Theft, Disappearance and Destruction; \$\_\_\_\_\_ for Computer Fraud; and \$\_\_\_\_\_ for Burglary and Robbery.
  - (5) Professional Liability: Not less than \$ 1 million per occurrence and \$3 million aggregate.

(6)	Other:	

Except as expressly provided herein, the remaining terms and conditions set forth in § 1000 shall continue to be enforceable and binding on the Contractor.

(e) Accurate and complete invoices shall be submitted by Contractor to the County Program Manager, no later than the 10<sup>th</sup> of the month

immediately following the month in which the services invoiced were rendered or the actual expenditures invoiced were incurred. If the 10<sup>th</sup> falls on a Saturday, Sunday or national holiday then the invoices are due the next business day. In the event accurate and complete invoices are not timely submitted, the County may decline payment of a portion or the entire amount invoiced.

reimburse the Contractor for satisfactory provision of services identified in the Statement of Work (Exhibit C) in accordance with relevant invoicing policies and procedures set forth in this Contract; provided, however, that the amount obligated and paid to the Contractor by the County shall not exceed dollars () during the term of this Contract.
<b>SECTION 4. PROGRAM MONITORING</b> . (a) Contractor shall comply with all provisions of this Contract addressing Program monitoring as set forth in the Standard Terms and Conditions (Exhibit A).
(b) The County intends to perform contract compliance reviews in addition to fiscal and program monitoring pursuant to CSS policies and procedures. In accordance with such policies, CSS will conduct (at a minimum) one on-site fiscal, program and compliance monitoring review during the term of the Contract. This section shall not be construed, interpreted nor deemed to waive or otherwise limit the Contractor's monitoring obligations and responsibilities set forth in this Contract, nor is it intended to create any obligation on behalf of the County or any right or benefit for the Contractor.
SECTION 5. TERM. The term of this Contract shall commence on and terminate no later than, except as otherwise provided in this Contract.
SECTION 6. CONTRACT ADMINISTRATION. (a) The County Program Manager who shall be responsible for administering the Program-related provisions of the Contract on behalf of the County shall be
(b) The Contractor's Program Manager, who shall be responsible for administering the Contract on behalf of the Contractor, shall be, Project Director

SECTION 7. NOTICES/AUTHORIZED SIGNATURES. (a) Notices: Unless otherwise set forth in this Contract, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect, shall be sent to:

(1)	County	of Los Angeles
(2)	Contrac	tor
	Attention	1:
	orized Signatu oursement Req	res. Person(s) authorized to sign Contractor's uests:
(Authorized Signa	ature)	(Authorized Signature)
(Typed Name	<del>)</del>	(Typed Name)
(Title)		(Title)
1		
1		
1		
1		
1		_
HOA.235196.1		7

IN WITNESS WHEREOF, the County of Los Angeles, by and through its Department of Community and Senior Services, and the Contractor have caused this Contract to be executed on their behalf by their duly authorized representatives.

### **COUNTY OF LOS ANGELES**

	By:	Cynthia D. Banks, Interim Director Community and Senior Services		
Approved as to Form:				
OFFICE OF THE COUNTY COUNSEL				
By: Deputy	-			
	СО	NTRACTOR		
	Ву:			
		(Signature)		
		(Print Name)		
		(Title)		
		1		
	,	1		
		1		
		1		
	ı	1		
	,	<i>(</i>		
UOA 225104 1	8	3		

HOA.235196.1



Contract No.	
Amendment No.	

# COMMUNITY AND SENIOR SERVICES OF THE COUNTY OF LOS ANGELES AREA AGENCY ON AGING PROGRAMS AGREEMENT TO AMEND CONTRACT PAYMENT FISCAL YEAR 2005-06

This Agreement to amend said contract is made and entered into this day of 2005 by and between the County of Los Angeles, Community and
2005 by and between the County of Los Angeles, Community and Senior Services, hereinafter referred to as "CSS" and, hereinafter referred to as "CONTRACTOR."
WHEREAS, the parties hereto have previously entered into the above referenced Contract on;
WHEREAS, the parties desire to amend this Contract and its Exhibits to align with the funding agency's One-Time-Only supplemental allocation provided in Fiscal Yearand in accordance with the terms and conditions as set forth below:
NOW, THEREFORE, the parties hereto agree as follows:
I. The current contract total between CSS and the CONTRACTOR is \$ The current contract amount is amended to reflect an increase/decrease of \$ CSS shall reimburse CONTRACTOR in the amount not to exceed dollars \$ for the full contract period of
II. The attached Exhibit "B" will be an addendum to the original Exhibit "B" of the Contract.
III. The attached Exhibit "C" replaces the original Exhibit "C" of the Contract.
Except where modified by this Amendment, the terms and conditions of the origina Contract shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Board of Supervisors of the COUNTY OF LOS ANGELES has caused this Amendment to be subscribed by the Interim Director of Community and Senior Services, or her designee, and the CONTRACTOR has subscribed the same through its authorized officer, on the day, month, and year first written above. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

### **COUNTY OF LOS ANGELES**

	By Cynthia D. Banks, Interim Director Community and Senior Services County of Los Angeles			
Approved As to Form: OFFICE OF THE COUNTY COUNSEL				
By Deputy				
	CONTRACTOR			
	Contractor's Name (Print)			
	Ву			
	Authorized Signature			
	(Print or Type Name)			
	Title (Print or Type)			

### LOS ANGELES COUNTY AREA AGENCY ON AGING OUTSTANDING FY 2005-06 CONTRACTS

### ATTACHMENT F

	AGENCY TEST	SERVICES	SPA	SUPERVISORIAE DEURIOTIS)	EUNDING.
1	Culver City	Congregate Meals, Home-Delivered Meals, Telephone Reassurance	5	2	\$116,693
2	Gardena, City of	Congregate Meals, Home-Delivered Meals, Telephone Reassurance, Home-Based Care	8	2	\$309,675
3	Pomona, City of	Congregate Meals	3	1	\$134,345
4	Oldtimers Foundation	Congregate Meals, Home-Delivered Meals, Telephone Reassurance	6,7	1,2,4	\$952,204

### LOS ANGELES COUNTY AREA AGENCY ON AGING

### Minority Participation/Ownership of Firms/Agencies/Entities Percent Women/Minority Participation

	Firm/Agency/Entity	Ownership	Partners	Governing Body	Paid Staff
		Women/	Women/	Members	Women/Minority
		Minority	Minority	Women/Minority	
1	Alhambra, City of	N/A	N/A	0% / 40%	100% / 63%
2	AltaMed Health Services	N/A	N/A	30% / 80%	74.4% / 96.7%
	Corporation				1 11 17 1 2 2 11 70
3	Alzheimer's Association	N/A	N/A	9.9% / 56%	34.5% / 85.2%
4	Antelope Valley Committee on Aging	N/A	N/A	18% / 45%	33% / 88%
5	Armenian Relief Society of Western	N/A	N/A	100% / 100%	95% / 100%
6	U.S.A., Inc.	N1/A	11/4		
6	Azusa, City of	N/A	N/A	20% / 40%	83% / 33%
	Behavioral Health Services, Inc.	N/A	N/A	18% / 55%	0% / 100%
8	Bet Tzedek	N/A	N/A	26% / 0%	68% / 21%
9	Burbank, City of	N/A	N/A	83% / 0%	71% / 47%
10	Casa Maravilla, Inc.	N/A	N/A	25% / 87%	58% / 97%
11	Center for Health Care Rights	N/A	N/A	42% / 25%	100% / 78%
12	Claremont, City of	N/A	N/A	60% / 0%	100% / 25%
13	Consulting Nutritional Services	100% / 0%	100% /	100% / 0%	100% / 24%
			0%		
14	Culver City	N/A	N/A	20% / 0%	30% / 29%
15	Dickison Community Lighted	N/A	N/A	63% / 86%	69% / 100%
	Schools				
16	El Monte, City of	N/A	N/A	40% / 40%	50% / 100%
17	ESCAPA/ Chinatown Service Center	N/A	N/A	87% / 31%	91% / 73%
18	Food and Nutrition Management	100% /45%	100% /	100% / 45%	75% / 66%
10	Services		45%		
19	Gardena, City of	N/A	N/A	40% / 60%	50% / 100%
20	Glendale Parks Recreation and	N/A	N/A	20% / 20%	64% / 82%
04	Community Services				
21	Heritage Clinic & Community	N/A	N/A	25% / 50%	80% / 33%
22	Assistance				
22	Human Services Association	N/A	N/A	53% / 53%	79% / 64%
-	Inglewood, City of	N/A	N/A	75% / 75%	75% / 88%
24	Jewish Family Services of Los Angeles	N/A	N/A	0% / 58%	0% / 100%
25	Just Rite Community Programs, Inc.	N/A	NI/A	900/ / 900/	07.50/ / 750/
26	Life Steps Foundation		N/A	80% / 20%	87.5% / 75%
27	Little Tokyo Service Center	N/A	N/A	45% / 74%	87% / 100%
28	LAREI Rancho Adult Day Services	N/A	N/A	0% / 67%	55% / 90%
20	LANCI National Addit Day Services	N/A	N/A	60% / 25%	80% / 30%

29	Norwalk, City of	N/A	N/A	50% / 0%	98% / 75%
30	Office of Samoan Affairs	N/A	N/A	57% / 100%	50% / 77%
31	Oldtimers Foundation, Inc.	N/A	N/A	0% / 33%	52% / 78%
32	Partners In Care Foundation	N/A	N/A	10% / 35%	32% / 79%
33	Pasadena Hospital Association Ltd.	N/A	N/A	17% / 11%	75% / 61%
	dba Huntington Memorial Hospital/				
	Huntington Senior Care Network				
34	Pomona, City of	N/A	N/A	75% / 33%	83% / 67%
35	Pomona Valley Community	N/A	N/A	46% / 13%	100% / 25%
	Services, Inc.			- 1.000 COMMAND OF A 11 to 11	
36	San Gabriel Valley YWCA	N/A	N/A	100% / 38%	90% / 45%
37	Santa Anita Family Services	N/A	N/A	20% / 45%	86% / 86%
38	Santa Clarita Valley Committee on	N/A	N/A	16% / 37%	24% / 76%
	Aging				
39	Santa Monica, City of	N/A	N/A	29% / 14%	71% / 35%
40	Senior Care Action Network (SCAN)	N/A	N/A	22% / 12%	63% / 49%
41	Single Room Occupancy Housing	N/A	N/A	/ 0.5%	30.8% / 83.1%
	Corp				
42	South El Monte, City of	N/A	N/A	20% / 100%	67% / 67%
43	Southeast Area Social Services	N/A	N/A	40% / 40%	74% / 52%
	Funding Authority				
44	Special Services for Groups	N/A	N/A	90% / 14%	95% / 55%
45	St. Barnabas Senior Center of Los	N/A	N/A	47% / 40%	78% / 80%
	Angeles				
46	Torrance South Bay Area Family	N/A	N/A	9% / 11%	14% / 57%
<u> </u>	YMCA				
47	USC/LA Caregiver Resource Center	N/A	N/A	12% / 20%	90% / 85%
48	Villa Esperanza	N/A	N/A	48% / 76%	60% / 73%
49	Volunteers of America	N/A	N/A	21% / 12%	24% / 24%
50	West Covina, City of	N/A	N/A	43% / 23%	100% / 100%
51	WISE Senior Services	N/A	N/A	10% / 53%	50% / 100%